

ACC File: 91-FL6-05  
ECS File: JPA-91-53 90-053  
Project: BRS 366(11)C/H 0724-04C  
Section: Oak Creek Bridge #128  
US-89A

INTERAGENCY AGREEMENT  
BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
THE ARIZONA CONSERVATION CORPS

THIS AGREEMENT is entered into 12 July, 1991,  
between agencies of the STATE OF ARIZONA, to wit; the  
DEPARTMENT OF TRANSPORTATION, acting by and through its  
Highways Division Deputy State Engineer (the "ADOT") and the  
ARIZONA CONSERVATION CORPS, acting by and through its Executive  
Director (the "ACC").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the ADOT.

2. The ACC is empowered by Arizona Revised Statutes  
Section 41-519 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the ACC.

3. Incident to the reconstruction of Oak Creek Bridge  
#128, the ADOT and the ACC desire to design and construct  
pedestrian walkways near US-89A in the vicinity of Slide Rock,  
at an estimated cost of \$25,000.00, hereinafter referred to as  
the Project, at ADOT expense, for the safety and benefit of the  
public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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## II. SCOPE OF WORK

### 1. The ACC will:

a. Provide, to Forest Service standards, design plans, specifications and such other documents necessary for construction. Incorporate Forest Service review comments.

b. Coordinate as required with the U.S. Forest Service, Coconino National Forest Supervisor, as necessary and accomplish the construction of the Project. Be responsible for any claims attributable to the ACC.

c. Invoice the ADOT for the estimated reasonable direct actual costs of the Project, in an amount not to exceed \$25,000.00.

d. Upon completion, arrange for and ensure Forest Service acceptance and maintenance of the Project.

### 2. The ADOT will:

a. Review design documents as requested by the ACC, and provide comments as appropriate.

b. Be responsible for any contractor claims for extra compensation attributable to ADOT.

c. Advance the ACC the reasonable direct actual costs of the Project in an amount not to exceed \$25,000.00, within thirty days after receipt and approval of an invoice.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the payment of Project funds, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

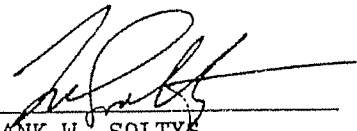
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E, Mail Drop 616E  
Phoenix, AZ 85007

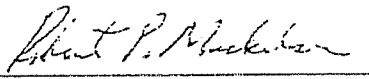
Arizona Conservation Corps Commission  
800 West Washington Street Suite 304  
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CONSERVATION CORPS

DEPARTMENT OF TRANSPORTATION

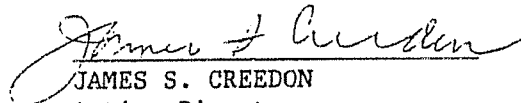
By   
FRANK W. SOLTY  
Executive Director

By   
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 28nd day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Conservation Corps Commission for the purpose of defining responsibilities for the design, construction and maintenance of pedestrian walkways on US-89A in the vicinity of Oak Creek Bridge near Slide Rock.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation

# ARIZONA CONSERVATION CORPS RESPONSIBILITY AGREEMENT

This Responsibility Agreement (RA) is made by and between the Arizona Conservation Corps Commission ("Corps") and Arizona Department of Transportation ("ADOT") hereinafter called ("Sponsor"), and is entered into pursuant to A.R.S. §41-519.02C. The RA becomes effective on the date of signing by the Corps.

The RA is subject to General Provisions which, when attached, become a part of this agreement. Special provisions may also be attached, as exhibits: Interagency Agreement authorizing ADOT to enter into Agreement is attached as Exhibit 2.

Arizona Conservation Corps  
Sponsor: ADOT

Project ID#: 91-FLG-05  
ECS File: JPA 91-53  
Project: BRS 366(11) C/H 0724-04C

Sponsor: Kaibab NF

Project Title: Oak Creek Bridge Walkways.

In-Depth Work Plan: The Sponsor Project Request Form (ACC-W01) is attached as Exhibit 1. The final In-Depth Work Plan is as specified below. To the extent that there are any inconsistencies between this paragraph and Exhibit 1, This paragraph shall control:

No change in Work Plan from Exhibit 1. Sponsor will have a trail crew with a radio in the immediate vicinity to provide for communication needs.

**Complete Cost Estimate:**

The project will be deemed completed upon completion of project (\*) unless otherwise agreed to in writing by both parties.

(\* or expenditure of funds)

ITEM		SPONSOR	ACC	TOTAL COST	TOTAL VALUE
Estimated					
Corpsmember Hrs	Hrs	2304	224		
@ \$5.25 per hr	\$	12096	1176	13272	
Estimated					
Crew Leader Hrs	Hrs	288	28		
@ \$11.60 per hr.	\$	3341	325	3666	
Vehicle Use	Mi	1600			
@ \$.25 per mile	\$	400			
Cost of Materials and Supplies	\$	5000		5000	
Equipment Costs	\$	4163		4163	
<b>TOTALS</b>		<b>\$25,000</b>	<b>\$1,501</b>	<b>\$26,501</b>	

Payment Method: Bill ADOT in advance for the estimated reasonable direct actual costs in an amount not to exceed \$25,000

Designated Field Contact :

Phone Number:

SPONSOR Contact: Jack Hammitt  
CORPS Project Area Leader: Mike Keller

255-8369  
774-1256

Project Period: (dates)

Plans and specifications to be submitted by: October 1, 1991

Site orientation scheduled for: November 1, 1991

Work will be completed on or before: June 30, 1992  
or shall be extended by written agreement of both parties.

Any notice required or permitted hereunder shall be deemed given on the day when such notice is deposited with the United States Postal authority for delivery via certified or registered mail. Furthermore, such notice may be given by delivering personally such notice to the following:

If intended for Sponsor to: Department of Transportation  
206 S. 17th Ave.  
Phoenix, AZ 85007

Attn: Robert P. Mickelson  
Title: Deputy State Engineer  
Phone: 255-8369

If intended for Corps to: Arizona Conservation Corps  
800 W. Washington, Suite 304  
Phoenix, Arizona 85007

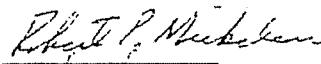
Attn: Frank W. Soltys, Jr.  
Title: Executive Director  
Phone: 542-9222

or to such other person(s) or address(es) as either party may furnish in writing to the other party by notice hereunder.


Sponsor

ACC

BY:



BY:



DATED:

7-12-91

DATED:

7-10-91

ROBERT P. MICKELSON

FRANK W. SOLTYS

Deputy State Engineer

Executive Director

(if Sponsor is a Board or Commission, Tribe, Political Subdivision or Non-Profit Corporation, a certified copy of the governing body's authorization for this Agreement shall be attached)

# Arizona Conservation Corps Responsibility Agreement

## General Provisions

### PART I. RECITALS

- A. The Sponsor desires to provide programs that interest youth and young adults in community service to accomplish certain improvement and development projects for the benefit of the Sponsor.
- B. The Sponsor desires to provide opportunities for members of the Arizona Conservation Corps ("Corps") to further their personal and educational development through direct involvement in projects designed to assist the Sponsor's mission.
- C. The Corps, established by Laws 1989, Chapter 287, is authorized to develop programs which promote employment and opportunities for personal development for the youth and young adults of Arizona and to coordinate these programs with other public authorized or subsidized programs by implementing projects that will enhance, conserve, and develop the resources of the State.
- D. An Arizona Conservation Corps Fund ("Fund") is established by A.R.S. §41-519.05 to be administered by the Arizona State Parks Board consisting of monies from Sponsors, appropriations and other sources and the Fund is exempt from the A.R.S. §35-190 relating to lapsing of appropriation.
- E. Performance of obligations are subject to legislative funding and Sponsor contributions.
- F. The Corps desires to cooperate with the Sponsors to provide its Corps members with these developmental opportunities, to provide youth and young adults with employment, and to cooperate in the management of Sponsor programs.

### PART II. PROJECT ADMINISTRATION

#### A. The Sponsor shall:

- 1. Provide the Corps with conservation or community service work projects which are designed to maintain, improve, and develop the facilities or services of the Sponsor.
- 2. Cooperate with the Corps to implement the project proposal (ACC-W01--Exhibit 1) and the in-depth project work plan and complete cost estimate as set forth in the Responsibility Agreement (hereinafter "RA"). The RA shall detail the specific services, materials, supplies, tools, and equipment to be provided and the methods and amount of payment for services for reimbursement to be allowed.

3. Furnish the Corps with suitable work sites for construction and/or preparation of the project site facilities or fixtures.
4. Provide to the Corps in a timely manner the supplies, materials, equipment, tools, and services as identified in the individual RA.
5. Designate a Sponsor employee to serve as a contact for the Corps.
6. Advance funds to, or reimburse the Corps for all agreed upon costs in accordance with rates and terms established in the RA. If the method of payment is by reimbursement, the Sponsor shall reimburse the Fund within 30 days of Sponsor's receipt of invoice.
7. At the Sponsor's option, provide, or reimburse the Corps for costs incurred in providing essential tools, equipment, and materials for the adequate completion of project work as agreed to in the RA.
8. Not displace any currently employed workers, including a partial displacement such as a reduction in hours or benefits as a result of the Project.

**B. The Corps shall:**

1. Review and approve, modify, or reject project proposals submitted by the Sponsor.
2. Recruit, employ, payroll and train the Corps members in accordance with the approved individual RA.
3. Provide the Corpsmembers with required safety equipment, such as hard hats, toe caps, chain saw chaps, and goggles. Other necessary equipment will be provided as specified in the individual RA.
4. Provide workers' compensation insurance coverage for the Corps members pursuant to A.R.S. §41-519.03(3).
5. Furnish a project area leader for projects where crews are utilized and as agreed to in the RA.
6. In the Corps' sole discretion, furnish personnel to replace members who leave the Corps program.
7. Designate a Corps employee to serve as a contact person for the Sponsor.
8. Assume the cost of all Corps overhead expenses for the operation of this agreement other than those costs agreed to in the RA.
9. As required and agreed to in the RA, bill the Sponsor for the actual costs of performing work. The Corps shall provide itemized statements for all reimbursable expenses with the billing showing crew member's hours, billable mileage, and other billable support costs by crew members and supervisors. In situations where the Sponsor provides funding in advance for work to be performed, the Corps will provide the sponsor, upon completion, documentation accounting for expended funds.



C. It is mutually agreed that:

1. Before the start of work, representatives of the parties will meet and mutually agree upon implementation of the RA including the method of payment or reimbursement to the Corps for services and workers provided.
2. The start of actual work on an individual project shall commence only after the submission and acceptance of the plans and specifications of the project and the completion of the site orientation by the Sponsor to the Corps. The project terminates upon the acceptance of a completed project by the Sponsor pursuant to paragraph III.B.
3. The Corps will exercise supervisory control including , firing, direction of work and schedules of all Corps employees while participating in any project under this agreement unless otherwise specified in the RA.
4. For purposes of this Agreement, Corpsmembers and persons employed by the Corps shall not be construed to be employees, participants, nor agents of the Sponsor and are not entitled to Sponsor's employee benefits.
5. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.
6. In the event of injury to a Corps employee while on the job, the Corps employee, notwithstanding emergency treatment, will be referred to the Corps for proper action.
7. Any improvements made as a result of this Agreement on property belonging to the Sponsor will become the property of the Sponsor.
8. The Corps shall have no further obligations under this Agreement with respect to an individual project which has been accepted by the Sponsor pursuant to paragraph III.B of this Agreement. The Sponsor shall assume full responsibility, upon acceptance of an individual project, for the continued maintenance of the accepted project and for the correction and/or design of the accepted project.
9. Pursuant to A.R.S. §35-214 both parties shall retain all books, accounts, reports, files and other records pertaining to each agreement for five (5) years after completion of a project and shall make them available to Corps and Sponsor personnel for inspection and audit at reasonable times.
10. Modifications to this Agreement shall be in writing and approved by the Corps and Sponsor.

11. Any notice required or permitted shall be deemed given on the day when such notice is deposited with the United States Postal authorities for delivery via certified or registered mail. All notices required or permitted hereunder must be sent to the respective addresses of the parties as listed on the RA. Any party may change its address by designating a new address in writing and causing the change of address to be delivered to the other party in accordance with the provisions for effecting notice contained herein.
12. This Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. §38-511, the provisions of which are incorporated herein.
13. All parties to this Agreement shall comply with State of Arizona Executive Order No. 75-5, "Prohibition of discrimination in State contracts—Nondiscrimination in employment by government contractors and subcontractors", which is made a part of this Agreement.
14. All parties shall use arbitration, after exhausting applicable administrative review, to solve disputes arising out of this Agreement as required by A.R.S. §12-1518.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and venue in the event of court action shall be in Maricopa County.
16. Failure by either party to enforce any rights hereunder shall not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one instance shall not constitute a continuing waiver in any other instance.
17. An invalidity of any portion of this Agreement shall not affect the validity of the remaining portion and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in effect.
18. Nothing in this Agreement shall be construed as a consent to suit, other than a suit for enforcement of the contractual obligation herein or a waiver of any defense brought against the State of Arizona in any federal or state court.
19. Nothing in this Agreement shall be construed as obligating the Sponsor to expend or as involving the Sponsor in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.
20. Nothing in this Agreement shall be construed as obligating the Corps to expend or as involving the Corps in any obligations for the future payments of money in excess of appropriations authorized by budgets of the Corps and allocated to this work.

### PART III      CANCELLATION OR TERMINATION OF PROJECT

- A. The Corps reserves the right to cancel any approved project if in the sole opinion of the Corps, such project does not conform to Sponsor's RA or the Corps' program.

- B . The Sponsor shall either accept or reject the completed individual project. In the event of rejection, the Sponsor shall list the reasons for such rejection and shall assist the Corps in its efforts to make the rejected project acceptable. In the event that the Sponsor fails to accept the tendered completed project within 10 days from the date of tender, the project shall be deemed accepted. This Agreement and all of the Corps' obligations with regard to such completed individual project shall be deemed to have terminated on the day such completed individual project was offered by the Corps to the Sponsor for its acceptance.
- C . Either party to this Agreement may terminate this Agreement by delivering or mailing to the other party a Notice of Intent to Terminate not less than thirty (30) days prior to the termination date contained in such notice.

5844A. 4/12



# SPONSOR PROJECT REQUEST FORM

Instructions on Page 4

ACC USE ONLY
91-FLG-05
PROJECT ID #
MASTER AGREEMENT #

## PRIMARY SPONSOR INFORMATION

1. SPONSOR Arizona Department of Transportation		<b>7. Organization Type</b>  <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> STATE <input type="checkbox"/> FEDERAL <input type="checkbox"/> TRIBAL <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER (Check one)	
2. ADDRESS 206 S. Seventeenth Ave. Phoenix, AZ 85007			
3. SPONSOR'S REPRESENTATIVE E. Jack Hammit	TITLE: Joint Project Administrator		4. PHONE: 255-8369
5. SPONSOR'S MASTER AGREEMENT #	6. SPONSOR'S PROJECT # EOS File: JPA 91-53 Project: BR 366(11)C/H OTEFOC		

## PROJECT INFORMATION

8. PROJECT TITLE: Oak Creek Bridge Walkways
9. PROJECT DESCRIPTION: Construct walkways to Forest Service standards and design. Walkways will be surfaced and will connect parking areas to Slide Rock Trail. Project is incidental to ADOT reconstruction of Oak Creek Bridge #128 along U. S. Highway 89A.
10. PROJECT TIMETABLE: EARLIEST STARTING DATE: <u>October 1, 1991</u> MUST BE COMPLETED BY: <u>June 30, 1991</u>
11. PROJECT LOCATION: (Please attach a map showing the project site)  LEGAL DESCRIPTION <u>T18N, R6E, Section 17</u> LEGISLATIVE DISTRICT _____ COUNTY <u>Coconino</u> CONGRESSIONAL DISTRICT _____
ACC USE ONLY Date Received: <u>6/18/91</u> ACC Region: <u>I</u> <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted Date Reviewed: <u>6/18/91</u> ACC District: <u>3</u> Project Rating: <u>50/60</u> Potential Project Area: <u>Flagstaff (FLG)</u>

FORM ACC-W01  
490

12. DEGREE OF DIFFICULTY:

☐ YES

☒ NO

WILL THIS PROJECT REQUIRE A CREW AND SUPERVISOR WITH SPECIALIZED SKILLS? IF YES, LIST THE KNOWLEDGE OR SKILLS NEEDED.

☐ YES

☒ NO

IF SPECIAL KNOWLEDGE OR SKILL ARE REQUIRED, ARE YOU ABLE TO PROVIDE THE NEEDED TRAINING AND TECHNICAL DIRECTION TO CORPS EMPLOYEES?

13. DESCRIBE THE BENEFITS OF THIS PROJECT TO THE PUBLIC:

(Estimated visitor use, safety, reduced maintenance costs, etc.)

The project is a safety mitigation required by the Forest Service.

The site receives heavy recreation use during the tourists season.

This project is expected to benefit the public for:

☐ less than 1 year

☐ 1 - 10 years

☒ more than 10 years

14. DESCRIBE OPPORTUNITIES FOR TRAINING IN EMPLOYABLE SKILLS:

(i.e., specific equipment used, trade skills learned, or potential certifications received)

Trail building techniques on a surfaced, high - use trail.

15. DESCRIBE ENVIRONMENTAL, CULTURAL, AND SOCIAL AWARENESS TRAINING OPPORTUNITIES:

Project will attempt to confine hiking to path to project vegetation, will improve recreational access to Slide Rock, and will increase user safety.

16. ANTICIPATED PUBLIC INTEREST: (check one)

☐ National Interest

☐ Specialized Interest Only

☒ Regional or Statewide Interest

☐ Little or No Local Interest

☐ High Level of Local Interest

☐ Potential Negative Interest

17. LABOR REQUESTED: (check one)

☐ Individual

☒ Crew (8-10 members)

☐ More than 1 Crew

Estimated corps members hours required for this project: 2500

18. PROJECT CLASS THAT BEST IDENTIFIES YOUR PROJECT: (check one)

- ☒ CLASS 1 *Participant sponsored*, sponsor finances 80% or more of the estimated project cost.
- ☐ CLASS 2 *Cost Share*, sponsor finances 15-80% of the estimated project costs.
- ☐ CLASS 3 *Corps Sponsored*, sponsor finances less than 15% of the estimated project costs.

19. FUNDING METHOD: (check one)

- ☒ Sponsor advances funds ☐ Remittance based on units of accomplishment
- ☐ No remittance required ☐ Remittance made by sponsor upon completion of project

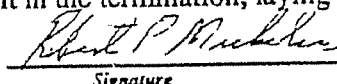
20. ESTIMATED PROJECT COSTS: (Your funds may be combined with funds from other sources in order to successfully complete this project while accomplishing the goals and objective of the ACC)

Item		Sponsor	ACC	ACC ONLY	Total
Corps Member Hrs @ \$5.25 per hr	Hrs \$	2304 12,096			
Crew Leader Hrs @ \$11.60 per hr	Hrs \$	288 3,341			
Vehicle Use @ \$0.25 per mile	Mi \$	1600 400			
Cost of Materials and Supplies	\$	\$5,000			
Equipment Costs	\$	\$4,163			
Other	\$				
TOTALS		\$ 25,000	\$		\$

Comments:

Forest Service has agreed to provide design standards and technical advice.

I certify that this project will not result in the termination, laying off, or work hour reduction of any full-time employee in my organization.



Signature

Title

ROBERT P. MICKELSON

Deputy State Engineer